

Global Settlement Agreement

Exhibit B

PHI Protection Agreement

PHI Protection Agreement

Recitals

1. Delphi Corporation ("Delphi") has established, sponsors, and maintains a group health plan called the Delphi Health Care Program for Hourly Employees (the "Hourly Health Care Plan").
2. The Hourly Health Care Plan is subject to the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which regulates the disclosure of "protected health information" and "electronic PHI" ("ePHI") as defined under HIPAA (collectively "PHI").
3. As part of a broader Settlement Agreement relating to Delphi's emergence from Chapter 11, General Motors Corporation ("GM") has agreed to reimburse Delphi for certain Hourly Health Care Plan benefits Delphi has paid and provide post-retirement medical benefits for certain Delphi retirees.
4. As a result, GM requires access to certain information, including information which may be deemed PHI, relating to certain Delphi retirees.
5. Delphi and the Hourly Health Care Plan are required to take appropriate actions to protect PHI.
6. Delphi, the Hourly Health Care Plan, and GM desire that the parties provide appropriate safeguards for PHI that GM receives from Delphi in connection with reimbursing Delphi for the referenced benefits and providing post-retirement medical benefits for Delphi retirees.
7. This Agreement is being entered into with the intent to comply with all applicable laws.
9. This Agreement is supported by the consideration underlying the Settlement Agreement.

Terms

1. Duties of GM

- A. To the extent GM obtains PHI in connection with reimbursing Delphi for or providing Delphi retirees the referenced benefits, GM will take the actions necessary to comply with the applicable legal requirements, including HIPAA and the Privacy and Security Rules promulgated thereunder, see 45 C.F.R. Parts 160, 162, to safeguard any such PHI. GM may not use or disclose such PHI in a manner that, if done by Delphi, the Hourly Health Care Plan, or any Business Associates (as defined under HIPAA) of Delphi, would violate HIPAA (i.e., GM is subject to the same

restrictions on use and disclosure of PHI as Delphi and the Hourly Health Care Plan).

B. Consistent with the above duties, GM will:

- (1) identify and inform Delphi or the Hourly Health Care Plan of the minimum necessary PHI that is needed;
- (2) not use or further disclose such PHI other than as permitted or required by the Settlement Agreement or as required by law;
- (3) use appropriate safeguards to prevent the use or disclosure of such PHI to which GM has access by virtue of the Settlement Agreement, this Agreement, or as permitted by applicable law;
- (4) as soon as reasonably practicable, but in no event more than five (5) days following such occurrence, report to Delphi or the Hourly Health Care Plan any impermissible use or disclosure of such PHI of which GM becomes aware;
- (5) mitigate, to the extent practicable, any harmful effect that is known to GM of a use or disclosure of such PHI in violation of the requirements of this Agreement or applicable law;
- (6) ensure that any agents or subcontractors to whom GM appropriately provides such PHI to which GM has access by virtue of the Settlement Agreement agrees to the same restrictions and conditions that apply to GM with respect to such PHI;
- (7) within thirty (30) days of receipt of Delphi or the Hourly Health Care Plan's written request, make available to Delphi or the Hourly Health Care Plan, as applicable, such PHI in accordance with rules regarding access of individuals to information under 45 CFR § 164.524;
- (8) within sixty (60) days of Delphi or the Hourly Health Care Plan's written request, amend, as applicable, such PHI requiring amendment in accordance with the requirements under 45 CFR § 164.526;
- (9) document disclosures of such PHI and information related to such disclosures as may be required for Delphi, or the Hourly Health Care Plan, as applicable, to respond to a request by an Enrollee for an accounting of disclosures of such PHI in accordance with 45 CFR § 164.528;
- (10) within thirty (30) days from receipt of Delphi or the Hourly Health Care Plan's written request make available to Delphi or the Hourly Health Care Plan, as applicable, an accounting of disclosures of such PHI in accordance with 45 CFR § 164.528; and
- (11) make GM's internal practices, books, and records relating to the use and disclosure of PHI received from, or created/received by GM on behalf of Delphi or the Hourly Health Care Plan available to the HHS Secretary for the purposes of determining Delphi's or the Hourly Health Care Plan's compliance with HIPAA; provided, however, that in such event GM will immediately notify Delphi or

the Hourly Health Care Plan upon receipt or notice of any request by the Secretary to conduct an investigation with respect to such PHI received from Delphi or the Hourly Health Care Plan.

C. GM represents that it:

- (1) has in place administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of Delphi as required by the Security Rule under HIPAA;
- (2) will ensure that any agent, including a subcontractor, to whom GM provides such ePHI agrees to implement reasonable and appropriate safeguards to protect it; and
- (3) will report to Delphi any security incident of which GM becomes aware in accordance with the Security Rule under HIPAA.

2. Permitted Uses and Disclosures

- A.** GM may use and disclose PHI to perform its obligations under the Settlement Agreement to the extent that such use and disclosure is permitted by HIPAA.
- B.** GM may, if necessary, use and disclose PHI for the proper management and administration of GM's business or to carry out its legal responsibilities; provided, however, that:
- (1) the disclosure must be required bylaw; or
 - (2) GM must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies GM if confidentiality of the information has been breached.
- C.** GM may:
- (1) disclose PHI to authorized employees of Delphi and as permitted under HIPAA, including, but not limited to, the disclosure of eligibility information to Delphi (acting as plan sponsor) and its delegates and Claims data to the Hourly Health Care Plan;
 - (2) obtain and use PHI which GM receives from Delphi, the Hourly Health Care Plan, or Delphi's Business Associates in order to perform its obligations under the Settlement Agreement;
 - (3) disclose PHI to Delphi's or to GM's Business Associates as appropriate; and
 - (4) use in conjunction with and disclose PHI to duly authorized representatives of Enrollees (e.g., Union Benefits Representatives) in relation to Claims.

3. GM Written Assurance

Upon ten (10) business days prior written notice to GM, GM will provide Delphi or the Hourly Health Care Plan and their representatives with appropriate written assurances to verify GM's compliance with the privacy and security requirements outlined in this Agreement.

4. Survival

The provisions of this Agreement will survive termination of the Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

DELPHI CORPORATION

GENERAL MOTORS CORPORATION

By: _____

By: _____

Name: _____
(printed)

Name: _____
(printed)

Title: _____

Title: _____

Date: _____

Date: _____